



**PAMBANSANG MUSEO NG PILIPINAS**  
**NATIONAL MUSEUM OF THE PHILIPPINES**

# **PHILIPPINE BIDDING DOCUMENTS**

## **Procurement of Various Lighting Fixtures and Exhibition Materials for Galleries – F.Y. 2024 (Supply and Delivery)**

**(PhilGEPS No. 10620205)**

**Government of the Republic of the Philippines**

**Sixth Edition  
July 2020**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

# Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	5
Section I. Invitation to Bid	8
Section II. Instructions to Bidders	12
1. Scope of Bid	13
2. Funding Information	13
3. Bidding Requirements	13
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	14
5. Eligible Bidders	14
6. Origin of Goods	14
7. Subcontracts	15
8. Pre-Bid Conference	15
9. Clarification and Amendment of Bidding Documents	15
10. Documents Comprising the Bid: Eligibility and Technical Components	15
11. Documents Comprising the Bid: Financial Component	15
12. Bid Prices	16
13. Bid and Payment Currencies	16
14. Bid Security	16
15. Sealing and Marking of Bids	17
16. Deadline for Submission of Bids	17
17. Opening and Preliminary Examination of Bids	17
18. Domestic Preference	17
19. Detailed Evaluation and Comparison of Bids	17
20. Post-Qualification	18
21. Signing of the Contract	18
Section III. Bid Data Sheet	19
Section IV. General Conditions of Contract	21
1. Scope of Contract	22
2. Advance Payment and Terms of Payment	22
3. Performance Security	22
4. Warranty	23
5. Liability of the Supplier	23
Section V. Special Conditions of Contract	24
Section VI. Schedule of Requirements	29
Section VI. Schedule of Requirements	30
Section VII. Technical Specifications	31
Section VIII. Checklist of Technical and Financial Documents	55

**ANNEX A    Packaging and Labeling Instruction**

**ANNEX B    Bidding Forms**

**ANNEX C    Technical Specifications / Scope of Work / Terms of Reference**

# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**NMP** – National Museum of the Philippines

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure projects or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.



## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



**PAMBANSANG MUSEO NG PILIPINAS**  
**NATIONAL MUSEUM OF THE PHILIPPINES**

## **Invitation to Bid for Procurement of Various Lighting Fixtures and Exhibition Materials for Galleries – F.Y. 2024 (Supply and Delivery)**

1. The ***National Museum of the Philippines***, through the ***General Fund for F.Y. 2024*** intends to apply the sum and project indicated below, being the ABC to payment under the contract for each lot:

Lot #	Procurement Project	Approved Budget for the Contract
1	Procurement of Various Lighting Fixtures – F.Y. 2024 (Supply and Delivery)	PHP 1,679,753.60
2	Procurement of Various Exhibition Maintenance Materials for Galleries – F.Y. 2024 (Supply and Delivery)	PHP 618, 037.00
Total		PHP 2,297,790.60

with identification number ***NMPBAC-PB-2024-03-01***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. ***The National Museum of the Philippines*** now invites bids for the above Procurement Project. Delivery of the Goods is required within ***thirty (30) calendar days reckoned from the date stated in the Notice to Deliver (NTD)***.

Bidders should have completed, within ***five (5) years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary ***“pass/fail”*** criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

“Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.”

4. Prospective Bidders may obtain further information from ***National Museum of the Philippines*** and inspect the Bidding Documents at the address given below during ***Mondays to Fridays, from 9:30 a.m. to 3:30 p.m.***
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***March 5, 2024***, from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of:*

Lot	Amount
1	PHP 5,000.00
2	PHP 1,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*.

6. The ***National Museum of the Philippines*** will hold a Pre-Bid Conference on ***March 12, 2024, at 9:30 AM*** at ***2<sup>nd</sup> Floor BAC Room North Annex (Motorpool) Building*** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, **late bids shall not be accepted**.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on ***April 3, 2024, at 9:30 AM*** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. ***Schedule of Activities***

Date	Schedule of Activities
<b>March 5, 2024</b>	Posting / Advertisement
<b>March 12, 2024</b>	Pre-Bidding Conference
<b>March 15, 2024</b>	Deadline for submission of bidder's written queries
<b>March 20, 2024</b>	Issuance of Bid / Supplemental Bulletin/s, if any
<b>April 3, 2024</b>	Submission & Opening of Bids
<b>April 8-12, 2024</b>	Bid Evaluation

<b>April 15-19, 2024</b>	Post Qualification Evaluation
<b>April 22, 2024</b>	Issuance of Notice of Award

11. The ***National Museum of the Philippines*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

*Mr. Edwin J. Dela Rosa*  
*Head, BAC Secretariat*  
*2<sup>nd</sup> Floor, BAC Room, North Annex of the*  
*National Museum of Fine Arts Building (Motorpool)*  
*Padre Burgos Street, Manila 1000*  
*Website: [www.nationalmuseum.gov.ph](http://www.nationalmuseum.gov.ph)*  
*Tel. No. 8298-1100 Local: 1014*  
*Email Address: [nationalmuseumbac@yahoo.com](mailto:nationalmuseumbac@yahoo.com)*  
*[bac@nationalmuseum.gov.ph](mailto:bac@nationalmuseum.gov.ph)*

**(SGD)**  
**ATTY. MA. ROSENNE M. FLORES-AVILA**  
 Chairperson, Bids and Awards Committee

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, **National Museum of the Philippines** wishes to receive Bids for the **Procurement of Various Lighting Fixtures and Exhibition Materials for Galleries – F.Y. 2024 (Supply and Delivery)**, with identification number **NMPBAC-PB-2024-03-01**.

The Procurement Project (referred to herein as “Project”) is composed of **two (2) lots**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **General Fund FY 2024** in the given amount below:

Lot #	Procurement Project	Approved Budget for the Contract
1	Procurement of Various Lighting Fixtures – FY 2024 (Supply and Delivery)	PHP 1,679,753.60
2	Procurement of Various Exhibition Maintenance Materials for Galleries – FY 2024 (Supply and Delivery)	PHP 618, 037.00

2.2. The source of funding is: **NGA, the General Appropriations Act or Special Appropriations**.

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration, and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

**For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.**

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## 7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## 10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **Five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.



- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in the **BDS**.

## 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in: Philippine Pesos.

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until ***One Hundred Twenty (120) Calendar Days***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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## **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

## **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the IB.

## **17. Opening and Preliminary Examination of Bids**

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the IB. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: **One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.**
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause										
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <b><i>Supply and delivery of various lighting fixtures and exhibition materials for galleries.</i></b></p> <p>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>									
7.1	<b><i>Subcontracting is not allowed.</i></b>									
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than:</p> <table><tr><td>Lot 1</td><td>PHP 33,595.07</td></tr><tr><td>Lot 2</td><td>PHP 12,360.74</td></tr></table> <p><i>[two percent (2%) of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</i></p> <p>b. The amount of not less than:</p> <table><tr><td>Lot 1</td><td>PHP 83,987.68</td></tr><tr><td>Lot 2</td><td>PHP 30,901.85</td></tr></table> <p><i>[five percent (5%) of ABC] if bid security is in Surety Bond.</i></p>	Lot 1	PHP 33,595.07	Lot 2	PHP 12,360.74	Lot 1	PHP 83,987.68	Lot 2	PHP 30,901.85	
Lot 1	PHP 33,595.07									
Lot 2	PHP 12,360.74									
Lot 1	PHP 83,987.68									
Lot 2	PHP 30,901.85									
19.3	<p><i>The description of lot(s) or items are indicated below:</i></p> <table><tr><th><i>Lot no.</i></th><th><i>Procurement Project</i></th><th><i>Approved Budget for the Contract (ABC)</i></th></tr><tr><td>1</td><td><b>Procurement of Various Lighting Fixtures – FY 2024 (Supply and Delivery)</b></td><td>PHP 1,679,753.60</td></tr><tr><td>2</td><td><b>Procurement of Various Exhibition Maintenance Materials for Galleries – FY 2024 (Supply and Delivery)</b></td><td>PHP 618, 037.00</td></tr></table>	<i>Lot no.</i>	<i>Procurement Project</i>	<i>Approved Budget for the Contract (ABC)</i>	1	<b>Procurement of Various Lighting Fixtures – FY 2024 (Supply and Delivery)</b>	PHP 1,679,753.60	2	<b>Procurement of Various Exhibition Maintenance Materials for Galleries – FY 2024 (Supply and Delivery)</b>	PHP 618, 037.00
<i>Lot no.</i>	<i>Procurement Project</i>	<i>Approved Budget for the Contract (ABC)</i>								
1	<b>Procurement of Various Lighting Fixtures – FY 2024 (Supply and Delivery)</b>	PHP 1,679,753.60								
2	<b>Procurement of Various Exhibition Maintenance Materials for Galleries – FY 2024 (Supply and Delivery)</b>	PHP 618, 037.00								

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

#### **4. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

#### **5. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity



## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause										
1.	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <i>to the place of destination indicated below</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <table><tr><th>Lot</th><th>Procurement Project:</th><th>ABC</th></tr><tr><td>1</td><td>Procurement of Various Lighting Fixtures – FY 2024 (Supply and Delivery)</td><td>PHP 1,679,753.60</td></tr><tr><td>2</td><td>Procurement of Various Exhibition Maintenance Materials for Galleries – FY 2024 (Supply and Delivery)</td><td>PHP 618,037.00</td></tr></table> <p><b>Location: Metro Manila</b></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause, the Procuring Entity’s Representative at the Project Site:</p> <p><b>Lot 1: Ronnie G. Portugal – Administrative Officer IV - EEMPSD</b> <b>Lot 2: Allan S. Alvarez – Supervising Administrative Officer - EEMPSD</b></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p>	Lot	Procurement Project:	ABC	1	Procurement of Various Lighting Fixtures – FY 2024 (Supply and Delivery)	PHP 1,679,753.60	2	Procurement of Various Exhibition Maintenance Materials for Galleries – FY 2024 (Supply and Delivery)	PHP 618,037.00
Lot	Procurement Project:	ABC								
1	Procurement of Various Lighting Fixtures – FY 2024 (Supply and Delivery)	PHP 1,679,753.60								
2	Procurement of Various Exhibition Maintenance Materials for Galleries – FY 2024 (Supply and Delivery)	PHP 618,037.00								

	<ul style="list-style-type: none"> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>
	<ul style="list-style-type: none"> <li>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> <li>f. For additional incidental service requirements indicated in the Annex "C" Terms of Reference.</li> </ul> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>

	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
2.2	<p>The terms of payment:</p> <p><b><i>The contract price shall be paid in two (2) sets of billings and shall be paid upon inspection and acceptance of each set of deliveries made. Payment shall be made based on actual deliveries.</i></b></p>
4	<p>The inspections:</p>

	<p><b>**Note:</b></p> <p>Kindly refer to the Terms of Reference (“Annex C”) of the project for the Inspections of Goods</p>
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## ***Section VI. Schedule of Requirements***

## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Lot</b>	<b>Description</b>	<b>Delivered, Weeks/Months</b>
<b>1</b>	<b>Procurement of Various Lighting Fixtures – FY 2024 (Supply and Delivery)</b>	The items shall be delivered within <b>thirty (30) calendar days</b> reckoned from the date stated in the NTD.
<b>2</b>	<b>Procurement of Various Exhibition Maintenance Materials for Galleries – FY 2024 (Supply and Delivery)</b>	

\*Note: For full details of the above-mentioned project, kindly refer to the Terms of Reference (Annex C of the Bidding Documents)

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (e.g. production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.



Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

## Technical Specifications for Lot 1:

Specifications					Statement of Compliance
Item No.	Descriptions	Qty.	Unit	Specifications	
1	LED track light Black Casing (two-wire)	230	pcs	(Two-wire) Operating Voltage: 220V AC Power Consumption: 9 - 12 Watts Output Lumens: 900 - 1200 lumens Color Temperature: Warm White Color Rendering Index: 75 minimum Beam Angle: 20-60 degrees minimum Casing Color: Black Lamp Material: Aluminum Housing & Clear Lens Cover	
2	LED Track light Black Casing (three-wire)	120	pcs	(Three-wire) Operating Voltage: 220V AC Power Consumption: 9 - 12 Watts Output Lumens: 900 - 1200 lumens Color Temperature: Warm White Color Rendering Index: 75 minimum Beam Angle: 20-60 degrees minimum Casing Color: Black Lamp Material: Aluminum Housing	

				& Clear Lens Cover	
3	LED track light 15 Watts	50	pcs	15w LED Dimmable Track light; 15cm x 9 cm x 15cm; Body color: Black; Warm white with adjustable beam angle: 20 deg. - 60 deg.	
4	LED track light 15 Watts	50	pcs	15w LED Dimmable Track light; 15cm x 9 cm x 15cm; Body color: White; Warm white with adjustable beam angle: 20 deg. - 60 deg.	
5	LED track light white casing (two-wire)	230	pcs	(Two-wire)  Operating Voltage: 220V AC  Power Consumption: 9 - 12 Watts  Output Lumens: 900 - 1200 lumens  Color Temperature: Warm White  Color Rendering Index: 75 minimum  Beam Angle: 20-60 degrees minimum  Casing Color: White  Lamp Material: Aluminum Housing & Clear Lens Cover	
6	LED track Light white casing (Three-wire)	120	pcs	(Three-wire)  Operating Voltage: 220V AC  Power Consumption: 9 - 12 Watts  Output Lumens: 900 - 1200 lumens  Color Temperature: Warm White  Color Rendering Index: 75 minimum	

				<p>Beam Angle: 20-60 degrees minimum</p> <p>Casing Color: White</p> <p>Lamp Material: Aluminum Housing &amp; Clear Lens Cover</p>	
7	T8 LED tube light (Warm White)	155	pcs	<p>Operating Voltage: 220V AC</p> <p>Power Consumption: 18 - 21 Watts</p> <p>Output Lumens: 1800 - 2100 lumens</p> <p>Color Temperature: Warm White</p> <p>Color Rendering Index: 75 minimum</p> <p>Beam Angle: 120 degrees minimum</p> <p>Tube Length: 1200mm</p> <p>Tube Diameter: T8</p> <p>Wiring Connection: Double Ended</p> <p>Lamp Material: Frosted polycarbonate cover with aluminum heat sink</p>	
8	T8 LED tube light (Daylight)	155	pcs	<p>Operating Voltage: 220V AC</p> <p>Power Consumption: 18 - 21 Watts</p> <p>Output Lumens: 1800 - 2100 lumens</p> <p>Color Temperature: Daylight</p> <p>Color Rendering Index: 75 minimum</p> <p>Beam Angle: 120 degrees minimum</p> <p>Tube Length: 1200mm</p>	

				<p>Tube Diameter: T8</p> <p>Wiring Connection: Double Ended</p> <p>Lamp Material: Frosted polycarbonate cover with aluminum heat sink</p>	
9	T5 LED tube light (Daylight)	116	pcs	<p>Operating Voltage: 220V AC</p> <p>Power Consumption: 9 - 11 Watts</p> <p>Output Lumens: 900 - 1100 lumens</p> <p>Color Temperature: Daylight</p> <p>Color Rendering Index: 75 minimum</p> <p>Beam Angle: 120 degrees minimum</p> <p>Tube Length: 600mm</p> <p>Tube Diameter: T5</p> <p>Lamp Material: Aluminum or polycarbonate housing &amp; polycarbonate or heavy duty plastic cover, frosted</p>	
10	T5 LED tube light (Warm White)	118	pcs	<p>Operating Voltage: 220V AC</p> <p>Power Consumption: 9 - 11 Watts</p> <p>Output Lumens: 900 - 1100 lumens</p> <p>Color Temperature: Daylight</p> <p>Color Rendering Index: 75 minimum</p> <p>Beam Angle: 120 degrees minimum</p> <p>Tube Length: 600mm</p> <p>Tube Diameter: T5</p>	

				Lamp Material: Aluminum or polycarbonate housing & polycarbonate or heavy duty plastic cover, frosted	
11	Trackbar 1 meter Black (Two-wire)	50	pcs	Trackbar 1 meter Black (Two-wire)	
12	Trackbar 1.5 meters Black (Two-wire)	50	pcs	Trackbar 1.5 meters Black (Two-wire)	
13	Trackbar 2 meters Black (Two-wire)	50	pcs	Trackbar 2 meters Black (Two-wire)	
14	Trackbar 1 meter White (Two-wire)	50	pcs	Trackbar 1 meter White (Two-wire)	
15	Trackbar 1.5 meters White (Two-wire)	50	pcs	Trackbar 1.5 meters White (Two-wire)	
16	Trackbar 2 meters White (Two-wire)	50	pcs	Trackbar 2 meters White (Two-wire)	
17	Trackbar 1 meter Black (Three-wire)	20	pcs	Trackbar 1 meter Black (Three-wire)	
18	Trackbar 1.5 meters Black (Three-wire)	20	pcs	Trackbar 1.5 meters Black (Three-wire)	
19	Trackbar 2 meters Black (Three-wire)	20	pcs	Trackbar 2 meters Black (Three-wire)	
20	Trackbar 1 meter White (Three-wire)	20	pcs	Trackbar 1 meter White (Three-wire)	

21	Trackbar 1.5 meters White (Three-wire)	20	pcs	Trackbar 1.5 meters White (Three-wire)	
22	Trackbar 2 meters White (Three-wire)	20	pcs	Trackbar 2 meters White (Three-wire)	
23	LED Downlight (Round small); 4"	70	pcs	4" Operating Voltage: 220V AC; Power Consumption: 6 Watts; Rated Burning Hours: 40,000 hours minimum; Output Lumens: 700 - 1000 lumens; Color Temperature: Warm White; Shape: Square / Round; Application: Recessed; Casing color: White	
24	LED Strip light 220VAC Waterproof Narrow Neon Light, 50 meters	1	roll	50 meters, can be cut at every 1 meter (With Eu plug) Specification  Input Voltage: AC 220V  LED Type: SMD 2835  LED Quantity: 120LEDs/M  Power: 12W/M  Waterproof rate: IP65  Beam Angle: 120 degrees  Color Temperature: Cool White  Cutting Unit Length: About 1 meter	
25	Reading Lamp	60	pcs	Variable bending 3W LED Book Lamp Warm White wall Night light 90-260V fixtures Spot LED Cord decor / Indoor 3W LED Zoom Light Table Stand Pole Lamp Spotlight With Base	

26	Ceiling lights for gallery	545	pcs	<p>Operating Voltage: 220V AC</p> <p>Power Consumption: 9 - 12 Watts</p> <p>Output Lumens: 900 - 1200 lumens</p> <p>Color Temperature: Warm White</p> <p>Color Rendering Index: 75 minimum</p> <p>Beam Angle: 160 degrees minimum</p> <p>Base: E27</p>	
<b>RESPONSIBILITIES:</b> <ol style="list-style-type: none"> <li>1. The NMP shall have the right to reject the good/s and/or cancel the Contract, and request a replacement if they are found to be defective or non-compliant with the specifications. Further, the NMP shall have the right to inspect and/or test the good/s to confirm if the latter conforms with the specifications.</li> <li>2. Any interlineations, erasures or overwriting shall be valid if signed or initialed by the bidder or his/her duly authorized representative.</li> <li>3. Any modifications in the contract implementation must be approved by the HoPE.</li> </ol>					
<b>SUBMITTALS:</b> Delivery Receipt and Billing Invoice.					
<b>COMPLETION TIME:</b> <p>The Exhibition, Editorial, and Media Production Services Division (EEMPSD) shall issue to the supplier a <b>Notice to Deliver (NTD)</b> indicating the following:</p> <ol style="list-style-type: none"> <li>1. Actual quantities of Lighting Fixtures to be delivered; and</li> <li>2. Timeline within which delivery should be made. The items above will be delivered in <b>two (2) batches for the 2nd and 3rd quarters of 2024.</b></li> </ol> <p>The items above shall be delivered within <b>thirty (30) calendar days</b> reckoned from the date stated in the NTD.</p>					
<b>TERMS OF PAYMENT:</b>					



<p>The contract price shall be paid in <b>two (2) sets of billings</b> and shall be paid upon inspection and acceptance of each set of deliveries made. Payment shall be made based on actual deliveries.</p>	
<p><b>WARRANTY:</b></p> <p>The Supplier shall provide a <b>one (1) year</b> warranty against factory defects, flickering, decrease in lumens, discoloration, and any reduction on the minimum required material specification reckoned from the date of delivery and testing. The form of warranty shall be as specified in Section 62.1 of the IRR of R.A. 9184, the Government Procurement Reform Act and its Implementing Rules and Regulations.</p>	
<p><b>CONTRACTOR'S ELIGIBILITY:</b></p> <p>The Contractor is required to submit at least One (1) similar contract/s (e.g. projects completed that entailed supply of various lighting fixtures) awarded and completed from Y2019 up to present with an amount of at least Fifty Percent (50%) of the Approved Budget for the Contract (ABC).</p> <p>The Contractor must be the authorized dealer/supplier and/or the manufacturer of the lighting fixtures being offered. The Contractor can submit a Certificate of Distributorship or any equivalent document as proof.</p>	
<p><b>LIQUIDATED DAMAGES:</b></p> <p>When the contractor fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to 1/10 of 1% of the cost of the delayed contract scheduled for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned. In no case shall the sum of the liquidated damages exceed 10% of the total contract price, in which the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages.</p>	
<p><b>PRE-TERMINATION CLAUSE:</b></p> <p>The contract is effective on the date indicated in the NTP and shall remain in full force for <b>one year</b> or until terminated by either party (NMP or Contractor) upon prior written notice by either party. The termination process shall follow the prescribed procedure under IRR-A R.A. 9184.</p> <p>The NMP reserves the right to pre-terminate the contract by serving written notice on the Contractor. If the Contractor does not appeal or seek reconsideration of the decision to pre-terminate within Fifteen (15) calendar days from receipt of the notice, the contract is deemed terminated.</p>	

<p>The grounds for the termination of the contract by the NMP include but are not limited to the following:</p>	
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|---|--|
| <ol style="list-style-type: none"><li>1. Violation(s) of any of the terms and conditions of the Contract; and</li><li>2. Any other act or omission by the Contractor that is detrimental or prejudicial to the interest of the NMP, its employee(s), or the public.</li></ol> |  |
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## Technical Specifications for Lot 2:

Specifications					Statement of Compliance
Item No.	Descriptions	Qty.	Unit	Specifications	
Hardware and other carpentry materials					
1	Tool box trolley	2	sets	(3-Tray Rolling Tool Cart On Wheels, Tool Box With Wheels And Drawers, 300 LBS Utility Tool Storage Cart, Mechanic Tool Cart)	
2	Black Rubber Sheet	5	pcs	948mm x 418mm x 3mm	
3	U Channel Rubber Edging Strips	5	packs	Fits 1.6mm edge, 10 ft length	
4	cordless hammer drill driver	2	pcs	Cordless hammer drill driver 18v with extra battery	
5	Allen wrench set	3	pcs	Allen wrench set 1.5mm, 2.0mm, 2.5mm, 3.0mm, 4.0mm, 5.0mm, 6.0mm, 7.0mm, 8.0mm, 9.0mm, 10.0mm	
6	Driving screw set	3	sets	Driving screw set #1, #2, #3, Philip screw, Cross screw, Torx	
7	Fiberglass nail Claw Hammer	3	pcs	Fiberglass nail Claw Hammer	
8	Hand carry toolbox	2	pcs	Hand carry toolbox 550mmL x 300mmD x 400mmH with layer	
9	Slip Joint Utility Pliers	3	pcs	Slip Joint Utility Pliers	
10	Long-reach Pliers	3	pcs	Long-reach Pliers	
11	Black screw	5	lots	Black screw 1", 2" (lot)	

12	L-hook screw	5	lots	L-hook screw 1", 2" (lot)
13	Fish eye screw	5	lots	Fish eye screw 8mm diameter (lot)
14	Head Screwdriver	5	pcs	Head Screwdriver
15	Flathead Screwdriver	5	pcs	Flathead Screwdriver
16	Woodworking Chisels	5	sets	Woodworking Chisels
17	Rubber Mallet	5	pcs	Rubber Mallet
18	F-Clamp	5	pcs	F-Clamp
19	Silicon sealant gun	10	pcs	Silicon sealant gun
20	50kg Glass lifter suction holder	3	pcs	50kg Glass lifter suction holder
21	Safety Boots size 9	2	pairs	Safety Boots size 9
22	Safety Boots size 7	2	pairs	Safety Boots size 7
23	Aluminum Folding ladder	2	pcs	Aluminum Folding ladder with 3 + 1-step ladder
24	Safety hand gloves for construction work	6	pairs	Safety hand gloves for construction work
25	Professional Cordless Impact Drill /Driver	1	pc	Professional Cordless Impact Drill / Driver; Battery Voltage: 18.0V; Torque (Max) at least: 50NM
26	Small Angle Grinder	1	pc	Small Angle Grinder 900W, 220 - 240v
27	Professional Impact / Hammer Drill	1	pc	Impact / Hammer Drill ( 13mm ) 700w; 220 - 240v, with hard case
28	Electric Jigsaw with Variable Speed	1	pc	Electric Jigsaw with Variable Speed 550W; 220 - 240v
29	Pressure Washer	1	pc	120 Bar High pressure washer

				Water Flow Rate L/Min: 6.0L/Min  with Mini high pressure washer, and tools and accessories set.	
30	Circular Saw	1	pc	Circular Saw 1500W; 220 - 240v	
31	300A Arc Inverter Welding Machine	1	pc	300A Arc Inverter Welding Machine with Hand Tools; Power Voltage: 220 - 240v	
32	Hair Dryer / Cool-Shot Feature	1	pc	Hair Dryer / Cool-Shot Feature (2 Speed Settings - 3 Heat-flow Settings 2000  Watts)	
33	Heat Gun (1,600W)	1	pc	Heat Gun (1,600W)	
34	Polyurethane foam	3	sets	Polyurethane foam (set A: Hardener and set B: Mixture)	
35	Square wire mesh	3	pcs	Square wire mesh (20 mesh count) 1x 9ft	
36	aluminum wire	4	pcs	aluminum wire(12 gauge 2.0mm) 5 meters	
37	Pegboard Straight Metal Hooks Assortment	80	pcs	Pegboard Straight Metal Hooks Assortment (Slat Wall) compatible with 1/4" holes (1200/25pcs)	
38	Stainless Steel Pegboard	3	pcs	Stainless Steel Pegboard 48X32in (4X2.7ft) ¼" holes 1"spacing	
39	3" Ordinary Nails	1	kg	3" Ordinary Nails	
40	2"Ordinary Nails	1	kg	2"Ordinary Nails	
41	1"Ordinary Nails	1	kg	1"Ordinary Nails	
42	Acrylic Sheet 3mm 4x8ft	4	pcs	Acrylic Sheet 3mm 4x8ft	

43	magnifying glass	3	pcs	handheld magnifying glass, 90 mm in diameter  straight handle  with hole for easy attachment of cable/wire
44	Bubble wrap	2	rolls	Bubble wrap, 40x50 meters (best used for fragile and heavy materials)
45	3/4 thick marine plywood	20	pcs	3/4 thick marine plywood
46	1/2 thick marine plywood	20	pcs	1/2 thick marine plywood
47	2'x2''x 12' S4S KD Lumber	20	pcs	2'x2''x 12' S4S KD Lumber
48	Assorted finishing nails	2	boxes	Assorted finishing nails (500 pcs/ 1 box)
49	Assorted hooks	2	boxes	Assorted hooks (500 pcs/ 1 box)
<b>Painting Supplies</b>				
1	Paint brush - 4 inches width	10	pcs	Paint brush - 4 inches width
2	Paint brush - 2 inches width	12	pcs	Paint brush - 2 inches width
3	Paint Brush, soft bristle, 1/2"	10	pcs	Paint Brush, soft bristle, 1/2"
4	Paint Brush, soft bristle, 1"	10	pcs	Paint Brush, soft bristle, 1"
5	Paint Brush, soft bristle, 2"	10	pcs	Paint Brush, soft bristle, 2"
6	Paint Brush, soft bristle, 4"	10	pcs	Paint Brush, soft bristle, 4"
7	acrylic emulsion (1L)	4	cans	acrylic emulsion (1L)

8	Crystal clear resin	3	sets	Crystal clear resin (set A and B, 1 gallon kit)
9	Acrylic Paint White Matt (1L)	5	cans	Acrylic Paint White Matt (1L)
10	Acrylic Paint Black (1L)	5	cans	Acrylic Paint Black (1L)
11	Acrylic Paint Yellow (1L)	5	cans	Acrylic Paint Yellow (1L)
12	Acrylic Paint Red(1L)	5	cans	Acrylic Paint Red(1L)
13	Acrylic Paint Blue (1L)	5	cans	Acrylic Paint Blue (1L)
14	Acrylic Paint Raw Sienna (1L)	5	cans	Acrylic Paint Raw Sienna (1L)
15	paint sprayer/gun	2	units	Cordless paint sprayer/gun (no hose design) Multi-directional nozzle spray and adjustable output for large or small surfaces
16	White Spirit (75 ml)	4	btls	White Spirit (75 ml)
17	Polyester body filler with with hardener putty	2	gals	Polyester body filler with with hardener putty
18	Flatwall latex paint (4L)	3	tin	Flatwall latex paint (4L)
19	Semi-gloss latex paint (16L)	3	tin	Semi-gloss latex paint (16L)
20	#80 Sanding paper 10 M	3	sheets	#80 Sanding paper 10 M
21	#7 roller brush cotton	3	pcs	#7 roller brush cotton
22	#4 roller brush cotton	2	pcs	#4 roller brush cotton
23	Paint color swatch (1320 colors)	1	pc	Paint color swatch (1320 colors)
<b>Arts Supplies and Materials</b>				

1	Cutting Mat or A1 Matt Paper	1	pc	Cutting Mat or A1 Matt Paper Papers - A1 Size - 60cm x 90cm x 3mm Thickness- 23.62 inches x 35.43 inches
2	Matte Sticker 175Gsm A4 size	10	packs	Matte Sticker 175Gsm A4 Size 20 Sheets Per Pack 10 Packs
3	Glossy Photo Sticker A4 size	10	packs	Glossy Photo Sticker A4 size (20 sheets per pack)    135GSM / 90GSM
4	Cold Laminating Film Photo Top A4 Size	10	packs	Cold Laminating Film Photo Top A4 Size 80 Microns (20 Sheets Pack)
5	Foam Board	5	packs	Foam Board 16 inches x 20 inches White Both Sides
6	Sintra Board, 5 mm	5	packs	Sintra Board, 5 mm, A4 5 pcs per pack
7	Sintra Board, 3 mm	5	packs	Sintra Board, 3 mm, A4 5 pcs per pack
8	Nylon String (Tansi)	5	rolls	Nylon String (Tansi), #100, 1 kg, white
9	Modeling clay	20	bars	Modeling clay (1 lb. each bar)
10	Plaster of Paris (25kg)	6	sacks	Plaster of Paris (25kg)
11	Airdry clay	40	bars	Airdry clay (500g each bar)
12	White polymer clay	40	lbs	White polymer clay
13	Silica sand (2kg)	35	pcs	Silica sand (2kg)
14	Solid Acrylic Clay Rolling Pin	2	pcs	Solid Acrylic Clay Rolling Pin 20cm length 2cm diameter
15	Nylon cord roll (10m): 0.5mm	3	rolls	Nylon cord roll (10m): 0.5mm
16	Nylon cord roll (10m): 1.0mm	3	rolls	Nylon cord roll (10m): 1.0mm



17	Sintra Board for labels Hardboar	5	pcs	Sintra Board for labels Hardboard 5mm 4X8ft
18	Sintra Board with adhesive	5	pcs	Sintra Board with adhesive 30"x 40"
19	Sticker paper A4 100sheet/pack	3	pcs	Sticker paper A4 100 sheet/pack
20	Photo paper A4 20sheet/pack	3	packs	Photo paper A4 20 sheet/pack
21	wooden palette boards	5	pcs	wooden palette boards
22	Artist's paint brushes for acrylic painting: Bristle flat	3	sets	Artist's paint brushes for acrylic painting: Bristle flat sizes # 0,1,2,4,6,8,10 (3 pcs for each size)
23	Artist's paint brushes for acrylic painting: Nylon flat	3	sets	Artist's paint brushes for acrylic painting: Nylon flat sizes # 0,1,2,4,6,8,10 (3 pcs for each size)
24	Artist's paint brushes for acrylic painting: Nylon round	3	sets	Artist's paint brushes for acrylic painting: Nylon round sizes # 0,1,2,4,6,8,10 (3 pcs for each size)
25	Stainless steel palette knives of various sizes	5	sets	Stainless steel palette knives of various sizes
26	Roller brush	5	pcs	Roller brush size 6 in. with handle
27	Artist's paint brushes for acrylic painting: Nylon flat	5	pcs	Artist's paint brushes for acrylic painting: Nylon flat sizes ; 2 inches and 3 inches (2pcs each)
28	Acrylic paint on tube, 200mL, color Thio Violet	5	tubes	Acrylic paint on tube, 200mL, color Thio Violet
29	Acrylic paint on tube, 200mL, color Orange	5	tubes	Acrylic paint on tube, 200mL, color Orange

30	Acrylic paint on tube, 200mL, color Yellow Green	5	tubes	Acrylic paint on tube, 200mL, color Yellow Green
31	Acrylic paint on tube, 200mL, color Yellow Ochre	5	tubes	Acrylic paint on tube, 200mL, color Yellow Ochre
32	Acrylic paint on tube, 200mL, color Alizarin Crimson	5	tubes	Acrylic paint on tube, 200mL, color Alizarin Crimson
33	Acrylic paint on tube, 200mL, color Cerulean Blue	5	tubes	Acrylic paint on tube, 200mL, color Cerulean Blue
34	Acrylic paint on tube, 200mL, color Hooker's Green	5	tubes	Acrylic paint on tube, 200mL, color Hooker's Green
35	Acrylic paint on tube, 200mL, color Cadmium Yellow	5	tubes	Acrylic paint on tube, 200mL, color Cadmium Yellow
36	Acrylic paint on can (1/4L) color Burnt Sienna	5	pcs	Acrylic paint on can (1/4L) color Burnt Sienna
37	cutting mat/rubberized mat, A1 size	2	pcs	cutting mat/rubberized mat, A1 size
<b>Adhesives</b>				
1	Double Sided Tape, Mounting Tape Heavy Duty	3	pcs	Double Sided Tape, Mounting Tape Heavy Duty, Waterproof Foam Tape, 16FT
2	Double-sided Foam Tapes 24mm x 5 meters	5	pcs	Double-sided Foam Tapes 24mm x 5 meters
3	Double-sided Foam Tapes 48mm x 5 meters	5	pcs	Double-sided Foam Tapes 48mm x 5 meters
4	Scotch double-sided Tape White	5	pcs	Scotch double-sided Tape White 18MMX10M
5	Double Sided Tape Waterproof	5	pcs	Double Sided Tape Waterproof

6	multipurpose adhesive clay tack	10	packs	90's Green
7	Self-stick Adhesive Foam Board	5	pcs	Self-stick Adhesive Foam Boards 24"x36"
8	Anti-slip, non-skid, adhesive tape	10	rolls	Anti-slip, non-skid, adhesive tape, black, 2" width x 15 ft length
9	Self-Adhesive Foam Board	15	sheets	Self-Adhesive Foam Board, 4'x8', at least 5 mm thickness, white
10	Magnetic tape, with adhesive backing,	15	rolls	Magnetic tape, with adhesive backing, 1 m length x 25 mm width x 1.5 mm height
11	Glue gun (industrial)	3	pcs	Glue gun (industrial) 20 w
12	Glue sticks (small) 6pcs/pack	50	packs	Glue sticks (small) 6pcs/pack
13	Wood glue (1/2L)	10	btl/can	Wood glue (1/2L)
14	multipurpose adhesive clay tack sheet	30	pcs	90pcs/sheets
15	Magnetic sheets	10	packs	Magnetic sheets (10 sheets/pack)
16	Double adhesive 0.5" thickness	30	pcs	Double adhesive 0.5" thickness
17	Double adhesive 1.0" thickness	30	pcs	Double adhesive 1.0" thickness
18	2mm Nano Tape	20	pcs	2mm Nano Tape
19	Double Chemical Respirator with cartridge	10	pcs	Double Chemical Respirator with cartridge
20	Plastic Apron	20	pcs	Plastic Apron
21	Packaging tape	5	pcs	Packaging tape (50mmx5m)

22	Masking tape	10	pcs	Masking tape (36mmx30m)
23	Non-skid anti-slip tape (1 inch by 10 meters)	8	pcs	Non-skid anti-slip tape (1 inch by 10 meters)
<b>Cleaning supplies and materials</b>				
1	Handheld Blower Vacuum	6	pcs	Handheld Blower Vacuum (cleaner and blower)
2	Nitrile gloves, Large	6	boxes	Nitrile gloves, Large, 100 pcs
3	Nitrile gloves, Medium	6	boxes	Nitrile gloves, Medium, 100 pcs
4	Nitrile gloves, Small	6	boxes	Nitrile gloves, Small, 100 pcs
5	Anti-static Feather duster	5	pcs	Anti-static Feather duster
6	Plastic Broom and dustpan set	3	units	Plastic Broom and dustpan set
7	1 inch Bristle brush	10	pcs	1 inch Bristle brush
8	2 inches Bristle brush	10	pcs	2 inches Bristle brush
9	1 inch Nylon brush	10	pcs	1 inch Nylon brush
10	2 inches Nylon brush	10	pcs	2 inches Nylon brush
11	Reusable Chemical resistant Gloves	10	packs	Reusable Chemical resistant Gloves (35cm/Medium)
12	furniture polish for cleaning vitrine exterior surface	10	cans	furniture polish for cleaning vitrine exterior surface, 330 ml spray can
<b>Measuring Devices</b>				
1	2-in-1 Laser Tape Measure Dust-Proof Movable Magnetic	2	pcs	2-in-1 Laser Tape Measure Dust-Proof Movable Magnetic Hook Autolock HD LED Display 16 Ft Metric

	Hook Autolock HD LED Display 16 Ft Metric				
2	Line Laser (Leveling Laser)	2	pcs	Line Laser (Leveling Laser) Working range: 15 meters with laser stand (tripod)	
3	steel ruler 36" for cutting collaterals	5	pcs	steel ruler 36" for cutting collaterals	
4	steel ruler 24" for cutting collaterals	5	pcs	steel ruler 24" for cutting collaterals	
<b>Electrical Supplies</b>					
1	10-m extension wheel cable	5	pcs	10-m extension wheel cable	
2	Universal Disc Extension Cord 4-Gang with Switch	2	pcs	Universal Disc Extension Cord 4- Gang with Switch	
3	Universal Outlet Extension Cord 10-Gang with Switch 10A	2	pcs	Universal Outlet Extension Cord 10-Gang with Switch 10A	
4	Universal Tower Extension Cord 12-Gang with Switch	1	pc	Universal Tower Extension Cord 12-Gang with Switch	
5	Travel Extension Cord 3- Gang with USB Outlet -	1	pc	Travel Extension Cord 3-Gang with USB Outlet -	
6	Extension Cord Set with Individual Switch 5-Gang 10A	2	pcs	Extension Cord Set with Individual Switch 5-Gang 10A	
7	Magnifying Glass LED Light with Clamp, 8X Magnifier Desk Lamp	1	pc	Magnifying Glass LED Light with Clamp, 8X Magnifier Desk Lamp	
8	tv monitor	2	units	24 inches LED  At least Full HD resolution (1080p)	

<p><b>RESPONSIBILITIES:</b></p> <ol style="list-style-type: none"> <li>1. The NMP shall have the right to reject the good/s and/or cancel the Contract, and request a replacement if they are found to be defective or non-compliant with the specifications. Further, the NMP shall have the right to inspect and/or test the good/s to confirm if the latter conforms with the specifications.</li> <li>2. Any interlineations, erasures or overwriting shall be valid if signed or initialed by the bidder or his/her duly authorized representative.</li> <li>3. Any modifications in the contract implementation must be approved by the HoPE.</li> </ol>	
<p><b>SUBMITTALS:</b> Delivery Receipt and Billing Invoice</p>	
<p><b>COMPLETION TIME:</b></p> <p>The Exhibition, Editorial, and Media Production Services Division (EEMPSD) shall issue to the supplier a <b>Notice to Deliver (NTD)</b> indicating the following:</p> <ol style="list-style-type: none"> <li>1. Actual quantities of Lighting Fixtures to be delivered; and</li> <li>2. Timeline within which delivery should be made. The items above will be delivered in <b>two (2) batches for the 2nd and 3rd quarters of 2024.</b></li> </ol> <p>The items above shall be delivered within <b>thirty (30) calendar days</b> reckoned from the date stated in the NTD.</p>	
<p><b>TERMS OF PAYMENT:</b></p> <p>The contract price shall be paid in <b>two (2) sets of billings</b> and shall be paid upon inspection and acceptance of each set of deliveries made. Payment shall be made based on actual deliveries.</p>	
<p><b>WARRANTY:</b></p> <p>The supplier shall provide a <b>one-year (1)</b> warranty against factory defects and workmanship reckoned from the date of completion and acceptance. The form of warranty shall be as specified in Section 62.1 of the IRR of R.A. 9184, the Government Procurement Reform Act and its Implementing Rules and Regulations.</p>	
<p><b>CONTRACTOR'S ELIGIBILITY:</b></p> <p>The Supplier is required to submit at least One (1) similar contract/s (e.g. projects completed that entailed supply and delivery of various exhibition materials for galleries awarded and</p>	

<p>completed from Y2019 up to present with an amount of at least Fifty Percent (50%) of the Approved Budget for the Contract (ABC).</p>	
<p><b>LIQUIDATED DAMAGES:</b></p> <p>When the contractor fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to 1/10 of 1% of the cost of the delayed contract scheduled for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned. In no case shall the sum of the liquidated damages exceed 10% of the total contract price, in which the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages.</p>	
<p><b>PRE-TERMINATION CLAUSE:</b></p> <p>The contract is effective on the date indicated in the NTP and shall remain in full force for <b>one year</b> or until terminated by either party (NMP or Contractor) upon prior written notice by either party. The termination process shall follow the prescribed procedure under IRR-A R.A. 9184.</p> <p>The NMP reserves the right to pre-terminate the contract by serving written notice on the Contractor. If the Contractor does not appeal or seek reconsideration of the decision to pre-terminate within Fifteen (15) calendar days from receipt of the notice, the contract is deemed terminated.</p> <p>The grounds for the termination of the contract by the NMP include but are not limited to the following:</p> <ol style="list-style-type: none"> <li>1. Violation(s) of any of the terms and conditions of the Contract; and</li> <li>2. Any other act or omission by the Contractor that is detrimental or prejudicial to the interest of the NMP, its employee(s), or the public.</li> </ol>	

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.



# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- ☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A Committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### *Class "B" Documents*

- ☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

## II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

**Note: Submit the following requirements in a separate envelope:**

1. E-Copy of all eligibility, technical, and financial components save in any storage device;
2. SEC Registration or DTI Certificate (Certified true Copy)
3. Valid Mayor's / Business Permit (Certified true Copy)
4. Tax Clearance Certificate (Certified true Copy)
5. Latest Audited Financial Statement (Certified true Copy)
6. Latest Income Tax Return (Certified true Copy)
7. Bid Bulletin, if any, and;
8. Photocopy of the *official receipt* of the Bidding Documents (Certified true copy).

## **ANNEX “A”**

### **Packaging and Labeling Instructions**

## **PACKAGING AND LABELING INSTRUCTIONS**

### **1. Two Envelope System**

The ORIGINAL - TECHNICAL COMPONENTS requirements stated below shall be enclosed into a folder, same as with the ORIGINAL - FINANCIAL COMPONENTS requirements which will also be done in a separate folder. These two (2) folders shall be placed into separate envelopes forming the Two Envelope System.

Envelope 1: Technical Components (see attached listing)

Envelope 2: Financial Components (see attached listing)

2. The First Envelope, ORIGINAL - TECHNICAL COMPONENTS and the Second Envelope, ORIGINAL - FINANCIAL COMPONENTS should be sealed in an outer envelope marked as ORIGINAL BID. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_\_ - TECHNICAL COMPONENT" and "COPY NO. \_\_\_\_ – FINANCIAL COMPONENT" and the outer envelope as "COPY NO. \_\_\_\_", respectively. The First and Second envelope should be produced into three (3) copies marked as Copy No. 1, Copy No. 2 and Copy No. 3.
3. All four (4) envelopes, Original, Copy No. 1, Copy No. 2 and Copy No. 3, shall be enclosed in a single envelope referred to as the Mother Envelope.
4. All documents must be marked with Ear tabs. There must be a Table of Contents indicating all the documents to be submitted per folder.
5. All envelopes should properly be sealed, signed and labeled. The folders should be labeled properly.
6. All copies must be Certified True Copy and signed

TO: ATTY. MA. ROSENNE M. FLORES-AVILA  
Chairperson  
Bids and Awards Committee  
National Museum of the Philippines  
Padre Burgos Avenue, ermita Manila

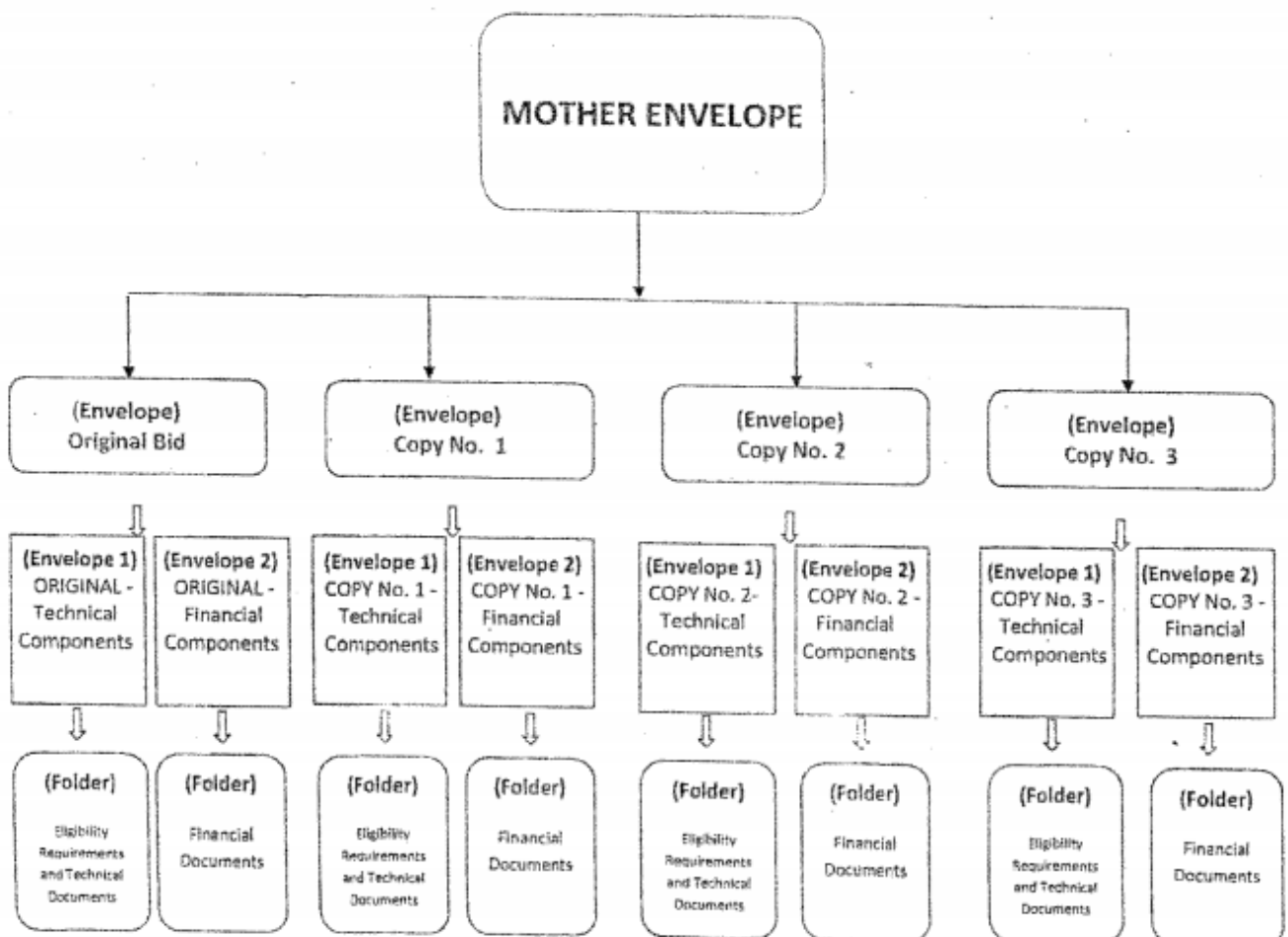
FROM: Name of Company  
Address & Telephone Number

Reference No.

Project Title  
Location

Do not Open Before: date and time of the Submission and Opening of Bids

## PACKAGING AND LABELING INSTRUCTIONS (DIAGRAM)



## **ANNEX “B”**

### **Bidding Forms**

*Bid Form for the Procurement of Goods*  
***[shall be submitted with the Bid]***

---

**BID FORM**

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Purpose of Commission or gratuity
---------------------------	--

_____	_____
_____	_____
_____	_____

(if none, state "None") ]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_



**Price Schedule for Goods Offered from Within the Philippines**

***[shall be submitted with the Bid if bidder is offering goods from within the Philippines]***

---

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8)	Total Price delivered Final Destination  (col 9) x  (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

**Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

---

REPUBLIC OF THE PHILIPPINES )

CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**AFFIDAVIT**

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

**Bid Securing Declaration Form**  
***[shall be submitted with the Bid if bidder opts to provide this form of bid security]***

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REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_) S.S.

**BID SECURING DECLARATION**

**Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

**Performance Securing Declaration (Revised)**

***[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]***

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REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_ ) S.S.

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

**Contract Agreement Form for the Procurement of Goods (Revised)**  
***[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]***

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**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*for:*

*[Insert Procuring Entity]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*for:*

*[Insert Name of Supplier]*

**Acknowledgment**

*[Format shall be based on the latest Rules on Notarial Practice]*



## **ANNEX “C”**

### **Terms of Reference**

# Lot 1

<b>TITLE:</b> Procurement of Various Lighting Fixtures – FY 2024 (Supply and Delivery)
<b>LOCATION:</b> National Museum of the Philippines Complex, Rizal Park, Ermita, Manila
<b>IMPLEMENTING UNIT:</b> Exhibition, Editorial, and Media Production Services Division (EEMPSD)
<p><b>DESCRIPTION:</b></p> <p>The Exhibition, Editorial, and Media Production Services Division (EEMPSD) provides technical assistance in the conceptualization, design, interpretation, fabrication, and installation of all permanent, temporary, and traveling exhibitions nationwide; reviews, proofreads, and translates exhibition texts, manuscripts, and other educational materials; and facilitates and assists in the production of all related print and the audio-visual component of the exhibitions.</p> <p>The EEMPSD also assists in monitoring the physical condition of the central galleries, including vitrines, paints, wall texts and graphics, electrical and lighting systems, and other equipment and objects.</p>
<p><b>OBJECTIVE:</b></p> <p>The project aims to maintain/repair all busted lights and to sustain the energy efficiency of the exhibition galleries of the National Museum Complex in Manila by converting busted fluorescent lighting fixtures into LED lighting fixtures.</p>
<p><input type="radio"/> <b>SCOPE OF WORK</b> <i>(for Infrastructure Projects)</i></p> <p><input checked="" type="radio"/> <b>TECHNICAL SPECIFICATIONS</b> <i>(for Goods/Services Projects)</i></p> <p><input type="radio"/> <b>TERMS OF REFERENCE</b> <i>(for Consulting Services Projects)</i></p>

**TECHNICAL SPECIFICATIONS:**

Item No.	Descriptions	Qty.	Unit	Specifications
1	LED Track light Black Casing (two-wires)	230	pcs	(Two-wires) Operating Voltage: 220V AC Power Consumption: 9 - 12 Watts Output Lumens: 900 - 1200 lumens Color Temperature: Warm White Color Rendering Index: 75 minimum Beam Angle: 20-60 degrees minimum Casing Color: Black Lamp Material: Aluminum Housing & Clear Lens Cover
2	LED Track light Black Casing (three-wires)	120	pcs	(Three-wires) Operating Voltage: 220V AC Power Consumption: 9 - 12 Watts Output Lumens: 900 - 1200 lumens Color Temperature: Warm White Color Rendering Index: 75 minimum Beam Angle: 20-60 degrees minimum Casing Color: Black Lamp Material: Aluminum Housing & Clear Lens Cover
3	LED track light 15 Watts	50	pcs	15w LED Dimmable Track light; 15cm x 9 cm x 15cm; Body color: Black; Warm white with adjustable beam angle: 20 deg. - 60 deg.

4	LED track light 15 Watts	50	pcs	15w LED Dimmable Track light; 15cm x 9 cm x 15cm; Body color: White; Warm white with adjustable beam angle: 20 deg. - 60 deg.
5	LED Track Light white casing (two-wires)	230	pcs	<p>(Two-wires)</p> <p>Operating Voltage: 220V AC</p> <p>Power Consumption: 9 - 12 Watts</p> <p>Output Lumens: 900 - 1200 lumens</p> <p>Color Temperature: Warm White</p> <p>Color Rendering Index: 75 minimum</p> <p>Beam Angle: 20-60 degrees minimum</p> <p>Casing Color: White</p> <p>Lamp Material: Aluminum Housing &amp; Clear Lens Cover</p>
6	LED Track Light white casing (Three-wires)	120	pcs	<p>(Three-wires)</p> <p>Operating Voltage: 220V AC</p> <p>Power Consumption: 9 - 12 Watts</p> <p>Output Lumens: 900 - 1200 lumens</p> <p>Color Temperature: Warm White</p> <p>Color Rendering Index: 75 minimum</p> <p>Beam Angle: 20-60 degrees minimum</p> <p>Casing Color: White</p> <p>Lamp Material: Aluminum Housing &amp; Clear Lens Cover</p>
7	T8 LED Tube Light (Warm White)	155	pcs	<p>Operating Voltage: 220V AC</p> <p>Power Consumption: 18 - 21 Watts</p> <p>Output Lumens: 1800 - 2100 lumens</p>

				<p>Color Temperature: Warm White</p> <p>Color Rendering Index: 75 minimum</p> <p>Beam Angle: 120 degrees minimum</p> <p>Tube Length: 1200mm</p> <p>Tube Diameter: T8</p> <p>Wiring Connection: Double Ended</p> <p>Lamp Material: Frosted polycarbonate cover with aluminum heat sink</p>
8	T8 LED Tube Light (Daylight)	155	pcs	<p>Operating Voltage: 220V AC</p> <p>Power Consumption: 18 - 21 Watts</p> <p>Output Lumens: 1800 - 2100 lumens</p> <p>Color Temperature: Daylight</p> <p>Color Rendering Index: 75 minimum</p> <p>Beam Angle: 120 degrees minimum</p> <p>Tube Length: 1200mm</p> <p>Tube Diameter: T8</p> <p>Wiring Connection: Double Ended</p> <p>Lamp Material: Frosted polycarbonate cover with aluminum heat sink</p>
9	T5 LED Tube Light (Daylight)	116	pcs	<p>Operating Voltage: 220V AC</p> <p>Power Consumption: 9 - 11 Watts</p> <p>Output Lumens: 900 - 1100 lumens</p> <p>Color Temperature: Daylight</p> <p>Color Rendering Index: 75 minimum</p> <p>Beam Angle: 120 degrees minimum</p> <p>Tube Length: 600mm</p> <p>Tube Diameter: T5</p>

				Lamp Material: Aluminum or polycarbonate housing & polycarbonate or heavy duty plastic cover, frosted
10	T5 LED Tube Light (Warm White)	118	pcs	<p>Operating Voltage: 220V AC</p> <p>Power Consumption: 9 - 11 Watts</p> <p>Output Lumens: 900 - 1100 lumens</p> <p>Color Temperature: Daylight</p> <p>Color Rendering Index: 75 minimum</p> <p>Beam Angle: 120 degrees minimum</p> <p>Tube Length: 600mm</p> <p>Tube Diameter: T5</p> <p>Lamp Material: Aluminum or polycarbonate housing &amp; polycarbonate or heavy duty plastic cover, frosted</p>
11	trackbar 1 meter black (two-wire)	50	pcs	trackbar 1 meter black (two-wire)
12	trackbar 1.5 meters black (two-wire)	50	pcs	trackbar 1.5 meters black (two-wire)
13	trackbar 2 meters black (two-wire)	50	pcs	trackbar 2 meters black (two-wire)
14	trackbar 1 meter white (two-wire)	50	pcs	trackbar 1 meter white (two-wire)
15	trackbar 1.5 meters white (two-wire)	50	pcs	trackbar 1.5 meters white (two-wire)
16	trackbar 2 meters white (two-wire)	50	pcs	trackbar 2 meters white (two-wire)

17	trackbar 1 meter black (three-wire)	20	pcs	trackbar 1 meter black (three-wire)
18	trackbar 1.5 meters black (three-wire)	20	pcs	trackbar 1.5 meters black (three-wire)
19	trackbar 2 meters black (three-wire)	20	pcs	trackbar 2 meters black (three-wire)
20	trackbar 1 meter white (three-wire)	20	pcs	trackbar 1 meter white (three-wire)
21	trackbar 1.5 meters white (three-wire)	20	pcs	trackbar 1.5 meters white (three-wire)
22	trackbar 2 meters white (3 wire)	20	pcs	trackbar 2 meters white (3 wire)
23	LED Downlight (Round small); 4"	70	pcs	4" Operating Voltage: 220V AC; Power Consumption: 6 Watts; Rated Burning Hours: 40,000 hours minimum; Output Lumens: 700 - 1000 lumens; Color Temperature: Warm White; Shape: Square / Round; Application: Recessed; Casing color: White
24	LED Strip light 220VAC Waterproof Narrow Neon Light, 50 meters	1	roll	50 meters, can be cut at every 1 meter (With Eu plug) Specification Input Voltage: AC 220V LED Type: SMD 2835 LED Quatity: 120LEDs/M Power: 12W/M Waterproof rate: IP65

				<p>Beam Angle: 120 degrees</p> <p>Color Temperature: Cool White</p> <p>Cutting Unit Length: About 1 meter</p>
25	Reading Lamp	60	pcs	<p>Variable bending 3W LED Book Lamp</p> <p>Warm White wall Night light 90-260V</p> <p>fixtures Spot LED Cord decor / Indoor</p> <p>3W LED Zoom Light Table Stand Pole</p> <p>Lamp Spotlight With Base</p>
26	CEILING LIGHTS FOR GALLERY	545	pcs	<p>Operating Voltage: 220V AC</p> <p>Power Consumption: 9 - 12 Watts</p> <p>Output Lumens: 900 - 1200 lumens</p> <p>Color Temperature: Warm White</p> <p>Color Rendering Index: 75 minimum</p> <p>Beam Angle: 160 degrees minimum</p> <p>Base: E27</p>



**RESPONSIBILITIES:**

4. The NMP shall have the right to reject the good/s and/or cancel the Contract, and request a replacement if they are found to be defective or non-compliant with the specifications. Further, the NMP shall have the right to inspect and/or test the good/s to confirm if the latter conforms with the specifications.
5. Any interlineations, erasures or overwriting shall be valid if signed or initialed by the bidder or his/her duly authorized representative.
6. Any modifications in the contract implementation must be approved by the HoPE.

**SUBMITTALS:** Delivery Receipt and Billing Invoice.**SOURCE OF FUND:**

The budget is available and shall be chargeable against the General Fund under MOOE Repairs and Maintenance - Buildings for Fiscal Year 2024.

**APPROVED BUDGET FOR CONTRACT:**

One million six hundred seventy-nine thousand seven hundred fifty-three & 60/100 Pesos (**Php 1,679,753.60**), inclusive of all applicable taxes and delivery fees.

**COMPLETION TIME:**

The Exhibition, Editorial, and Media Production Services Division (EEMPSD) shall issue to the supplier a **Notice to Deliver (NTD)** indicating the following:

1. Actual quantities of Lighting Fixtures to be delivered; and
2. Timeline within which delivery should be made. The items above will be delivered in **two (2) batches for the 2nd and 3rd quarters of 2024.**

The items above shall be delivered within **thirty (30) calendar days** reckoned from the date stated in the NTD.

**TERMS OF PAYMENT:**

The contract price shall be paid in **two (2) sets of billings** and shall be paid upon inspection and acceptance of each set of deliveries made. Payment shall be made based on actual deliveries.

**WARRANTY:**

The Supplier shall provide a **one (1) year** warranty against factory defects, flickering, decrease in lumens, discoloration, and any reduction on the minimum required material specification reckoned from the date of delivery and testing. The form of warranty shall be as specified in Section 62.1 of the IRR of R.A. 9184, the Government Procurement Reform Act and its Implementing Rules and Regulations.

**CONTRACTOR'S ELIGIBILITY:**

The Contractor is required to submit at least One (1) similar contract/s (e.g. projects completed that entailed supply of various lighting fixtures) awarded and completed from Y2019 up to present with an amount of at least Fifty Percent (50%) of the Approved Budget for the Contract (ABC).

The Contractor must be the authorized dealer/supplier and/or the manufacturer of the lighting fixtures being offered. The Contractor can submit a Certificate of Distributorship or any equivalent document as proof.

**LIQUIDATED DAMAGES:**

When the contractor fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to 1/10 of 1% of the cost of the delayed contract scheduled for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned. In no case shall the sum of the liquidated damages exceed 10% of the total contract price, in which the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages.

**PRE-TERMINATION CLAUSE:**

The contract is effective on the date indicated in the NTP and shall remain in full force for **one year** or until terminated by either party (NMP or Contractor) upon prior written notice by either party. The termination process shall follow the prescribed procedure under IRR-A R.A. 9184.

The NMP reserves the right to pre-terminate the contract by serving written notice on the Contractor. If the Contractor does not appeal or seek reconsideration of the decision to pre-

terminate within Fifteen (15) calendar days from receipt of the notice, the contract is deemed terminated.

The grounds for the termination of the contract by the NMP include but are not limited to the following:

1. Violation(s) of any of the terms and conditions of the Contract; and
2. Any other act or omission by the Contractor that is detrimental or prejudicial to the interest of the NMP, its employee(s), or the public.

## Lot 2

<b>TITLE:</b> Procurement of Various Exhibition Maintenance Materials for Galleries – FY 2024 (Supply and Delivery)
<b>LOCATION:</b> National Museum of the Philippines Complex, Rizal Park, Ermita, Manila
<b>IMPLEMENTING UNIT:</b> Exhibition, Editorial, and Media Production Services Division (EEMPSD)
<b>DESCRIPTION:</b>  The Exhibition, Editorial, and Media Production Services Division (EEMPSD) provides technical assistance in the conceptualization, design, interpretation, fabrication, and installation of all permanent, temporary, and traveling exhibitions nationwide; reviews, proofreads, and translates exhibition texts, manuscripts, and other educational materials; and facilitates and assists in the production of all related print and the audio-visual component of the exhibitions.  The EEMPSD also assists in monitoring the physical condition of the central galleries, including vitrines, paints, wall texts and graphics, electrical and lighting systems, and other equipment and objects. A sufficient number of exhibition tools and materials is necessary to upgrade and maintain all permanent exhibitions and galleries in the Central office.
<b>OBJECTIVE:</b>  The project aims to upgrade and maintain all permanent exhibitions and galleries in the central office of the National Museum of the Philippines through the purchase of exhibition tools and materials.
<input type="radio"/> <b>SCOPE OF WORK</b> <i>(for Infrastructure Projects)</i> <input checked="" type="radio"/> <b>TECHNICAL SPECIFICATIONS</b> <i>(for Goods/Services Projects)</i> <input type="radio"/> <b>TERMS OF REFERENCE</b> <i>(for Consulting Services Projects)</i>

**TECHNICAL SPECIFICATIONS:**

Item No.	Descriptions	Qty.	Unit	Specifications
<b>Hardware and other carpentry materials</b>				
1	Tool box trolley	2	sets	(3-Tray Rolling Tool Cart On Wheels, Tool Box With Wheels And Drawers, 300 LBS Utility Tool Storage Cart, Mechanic Tool Cart)
2	Black Rubber Sheet	5	pcs	948mm x 418mm x 3mm
3	U Channel Rubber Edging Strips	5	packs	Fits 1.6mm edge, 10 ft length
4	cordless hammer drill driver	2	pcs	Cordless hammer drill driver 18v with extra battery
5	Allen wrench set	3	pcs	Allen wrench set 1.5mm, 2.0mm, 2.5mm, 3.0mm, 4.0mm, 5.0mm, 6.0mm, 7.0mm, 8.0mm, 9.0mm, 10.0mm
6	Driving screw set	3	sets	Driving screw set #1, #2, #3, Philip screw, Cross screw, Torx
7	Fiberglass nail Claw Hammer	3	pcs	Fiberglass nail Claw Hammer
8	Hand carry toolbox	2	pcs	Hand carry toolbox 550mmL x 300mmD x 400mmH with layer
9	Slip Joint Utility Pliers	3	pcs	Slip Joint Utility Pliers
10	Long-reach Pliers	3	pcs	Long-reach Pliers
11	Black screw	5	lots	Black screw 1", 2" (lot)
12	L-hook screw	5	lots	L-hook screw 1", 2" (lot)
13	Fish eye screw	5	lots	Fish eye screw 8mm diameter (lot)
14	Head Screwdriver	5	pcs	Head Screwdriver
15	Flathead Screwdriver	5	pcs	Flathead Screwdriver

16	Woodworking Chisels	5	sets	Woodworking Chisels
17	Rubber Mallet	5	pcs	Rubber Mallet
18	F-Clamp	5	pcs	F-Clamp
19	Silicon sealant gun	10	pcs	Silicon sealant gun
20	50kg Glass lifter suction holder	3	pcs	50kg Glass lifter suction holder
21	Safety Boots size 9	2	pairs	Safety Boots size 9
22	Safety Boots size 7	2	pairs	Safety Boots size 7
23	Aluminum Folding ladder	2	pcs	Aluminum Folding ladder with 3 + 1-step ladder
24	Safety hand gloves for construction work	6	pairs	Safety hand gloves for construction work
25	Professional Cordless Impact Drill /Driver	1	pc	Professional Cordless Impact Drill / Driver; Battery Voltage: 18.0V; Torque (Max) at least: 50NM
26	Small Angle Grinder	1	pc	Small Angle Grinder 900W, 220 - 240v
27	Professional Impact / Hammer Drill	1	pc	Impact / Hammer Drill ( 13mm ) 700w; 220 - 240v, with hard case
28	Electric Jigsaw with Variable Speed	1	pc	Electric Jigsaw with Variable Speed 550W; 220 - 240v
29	Pressure Washer	1	pc	120 Bar High pressure washer Water Flow Rate L/Min: 6.0L/Min with Mini high pressure washer, and tools and accessories set.
30	Circular Saw	1	pc	Circular Saw 1500W; 220 - 240v
31	300A Arc Inverter Welding Machine	1	pc	300A Arc Inverter Welding Machine with Hand Tools; Power Voltage: 220 - 240v
32	Hair Dryer / Cool-Shot Feature	1	pc	Hair Dryer / Cool-Shot Feature (2 Speed Settings - 3 Heat-flow Settings 2000

				Watts)
33	Heat Gun (1,600W)	1	pc	Heat Gun (1,600W)
34	Polyurethane foam	3	sets	Polyurethane foam (set A: Hardener and set B: Mixture)
35	Square wire mesh	3	pcs	Square wire mesh (20 mesh count) 1x 9ft
36	aluminum wire	4	pcs	aluminum wire(12 gauge 2.0mm) 5 meters
37	Pegboard Straight Metal Hooks Assortment	80	pcs	Pegboard Straight Metal Hooks Assortment (Slat Wall) compatible with 1/4" holes (1200/25pcs)
38	Stainless Steel Pegboard	3	pcs	Stainless Steel Pegboard 48X32in (4X2.7ft) ¼" holes 1" spacing
39	3" Ordinary Nails	1	kg	3" Ordinary Nails
40	2" Ordinary Nails	1	kg	2" Ordinary Nails
41	1" Ordinary Nails	1	kg	1" Ordinary Nails
42	Acrylic Sheet 3mm 4x8ft	4	pcs	Acrylic Sheet 3mm 4x8ft
43	magnifying glass	3	pcs	handheld magnifying glass, 90 mm in diameter  straight handle  with hole for easy attachment of cable/wire
44	Bubble wrap	2	rolls	Bubble wrap, 40x50 meters (best used for fragile and heavy materials)
45	3/4 thick marine plywood	20	pcs	3/4 thick marine plywood
46	1/2 thick marine plywood	20	pcs	1/2 thick marine plywood
47	2'x2"x 12' S4S KD Lumber	20	pcs	2'x2"x 12' S4S KD Lumber
48	Assorted finishing nails	2	boxes	Assorted finishing nails (500 pcs/ 1 box)

49	Assorted hooks	2	boxes	Assorted hooks (500 pcs/ 1 box)
<b>Painting Supplies</b>				
1	Paint brush - 4 inches width	10	pcs	Paint brush - 4 inches width
2	Paint brush - 2 inches width	12	pcs	Paint brush - 2 inches width
3	Paint Brush, soft bristle, 1/2"	10	pcs	Paint Brush, soft bristle, 1/2"
4	Paint Brush, soft bristle, 1"	10	pcs	Paint Brush, soft bristle, 1"
5	Paint Brush, soft bristle, 2"	10	pcs	Paint Brush, soft bristle, 2"
6	Paint Brush, soft bristle, 4"	10	pcs	Paint Brush, soft bristle, 4"
7	acrylic emulsion (1L)	4	cans	acrylic emulsion (1L)
8	Crystal clear resin	3	sets	Crystal clear resin (set A and B, 1 gallon kit)
9	Acrylic Paint White Matt (1L)	5	cans	Acrylic Paint White Matt (1L)
10	Acrylic Paint Black (1L)	5	cans	Acrylic Paint Black (1L)
11	Acrylic Paint Yellow (1L)	5	cans	Acrylic Paint Yellow (1L)
12	Acrylic Paint Red(1L)	5	cans	Acrylic Paint Red(1L)
13	Acrylic Paint Blue (1L)	5	cans	Acrylic Paint Blue (1L)
14	Acrylic Paint Raw Sienna (1L)	5	cans	Acrylic Paint Raw Sienna (1L)
15	paint sprayer/gun	2	units	Cordless paint sprayer/gun (no hose design) Multi-directional nozzle spray



				and adjustable output for large or small surfaces
16	White Spirit (75 ml)	4	btls	White Spirit (75 ml)
17	Polyester body filler with with hardener putty	2	gals	Polyester body filler with with hardener putty
18	Flat Wall latex paint (4L)	3	tin	Flat Wall latex paint (4L)
19	Semi-gloss latex paint (16L)	3	tin	Semi-gloss latex paint (16L)
20	#80 Sanding paper 10 M	3	sheets	#80 Sanding paper 10 M
21	#7 roller brush cotton	3	pcs	#7 roller brush cotton
22	#4 roller brush cotton	2	pcs	#4 roller brush cotton
23	Paint color swatch (1320 colors)	1	pc	Paint color swatch (1320 colors)
<b>Arts Supplies and Materials</b>				
1	Cutting Mat or A1 Matt Paper	1	pc	Cutting Mat or A1 Matt Paper Papers - A1 Size - 60cm x 90cm x 3mm Thickness- 23.62 inches x 35.43 inches
2	Matte Sticker 175Gsm A4 size	10	packs	Matte Sticker 175Gsm A4 Size 20 Sheets Per Pack 10 Packs
3	Glossy Photo Sticker A4 size	10	packs	Glossy Photo Sticker A4 size (20 sheets per pack)    135GSM / 90GSM
4	Cold Laminating Film Photo Top A4 Size	10	packs	Cold Laminating Film Photo Top A4 Size 80 Microns (20 Sheets Pack)
5	Foam Board	5	packs	Foam Board 16 inches x 20 inches White Both Sides
6	Sintra Board, 5 mm	5	packs	Sintra Board, 5 mm, A4 5 pcs per pack
7	Sintra Board, 3 mm	5	packs	Sintra Board, 3 mm, A4 5 pcs per pack
8	Nylon String (Tansi)	5	rolls	Nylon String (Tansi), #100, 1 kg, white

9	Modeling clay	20	bars	Modeling clay (1 lb. each bar)
10	Plaster of Paris (25kg)	6	sacks	Plaster of Paris (25kg)
11	Airdry clay	40	bars	Airdry clay (500g each bar)
12	White polymer clay	40	lbs	White polymer clay
13	Silica sand (2kg)	35	pcs	Silica sand (2kg)
14	Solid Acrylic Clay Rolling Pin	2	pcs	Solid Acrylic Clay Rolling Pin 20cm length 2cm diameter
15	Nylon cord roll (10m): 0.5mm	3	rolls	Nylon cord roll (10m): 0.5mm
16	Nylon cord roll (10m): 1.0mm	3	rolls	Nylon cord roll (10m): 1.0mm
17	Sintra Board for labels Hardboar	5	pcs	Sintra Board for labels Hardboard 5mm 4X8ft
18	Sintra Board with adhesive	5	pcs	Sintra Board with adhesive 30"x 40"
19	Sticker paper A4 100 sheet/pack	3	pcs	Sticker paper A4 100 sheet/pack
20	Photo paper A4 20 sheet/pack	3	packs	Photo paper A4 20 sheet/pack
21	wooden palette boards	5	pcs	wooden palette boards
22	Artist's paint brushes for acrylic painting: Bristle flat	3	sets	Artist's paint brushes for acrylic painting: Bristle flat sizes # 0,1,2,4,6,8,10 (3 pcs for each size)
23	Artist's paint brushes for acrylic painting: Nylon flat	3	sets	Artist's paint brushes for acrylic painting: Nylon flat sizes # 0,1,2,4,6,8,10 (3 pcs for each size)
24	Artist's paint brushes for acrylic painting: Nylon round	3	sets	Artist's paint brushes for acrylic painting: Nylon round sizes # 0,1,2,4,6,8,10 (3 pcs for each size)

25	Stainless steel palette knives of various sizes	5	sets	Stainless steel palette knives of various sizes
26	Roller brush	5	pcs	Roller brush size 6 in. with handle
27	Artist's paint brushes for acrylic painting: Nylon flat	5	pcs	Artist's paint brushes for acrylic painting: Nylon flat sizes ; 2 inches and 3 inches (2pcs each)
28	Acrylic paint on tube, 200mL, color Thio Violet	5	tubes	Acrylic paint on tube, 200mL, color Thio Violet
29	Acrylic paint on tube, 200mL, color Orange	5	tubes	Acrylic paint on tube, 200mL, color Orange
30	Acrylic paint on tube, 200mL, color Yellow Green	5	tubes	Acrylic paint on tube, 200mL, color Yellow Green
31	Acrylic paint on tube, 200mL, color Yellow Ochre	5	tubes	Acrylic paint on tube, 200mL, color Yellow Ochre
32	Acrylic paint on tube, 200mL, color Alizarin Crimson	5	tubes	Acrylic paint on tube, 200mL, color Alizarin Crimson
33	Acrylic paint on tube, 200mL, color Cerulean Blue	5	tubes	Acrylic paint on tube, 200mL, color Cerulean Blue
34	Acrylic paint on tube, 200mL, color Hooker's Green	5	tubes	Acrylic paint on tube, 200mL, color Hooker's Green
35	Acrylic paint on tube, 200mL, color Cadmium Yellow	5	tubes	Acrylic paint on tube, 200mL, color Cadmium Yellow
36	Acrylic paint on can (1/4L) color Burnt Sienna	5	pcs	Acrylic paint on can (1/4L) color Burnt Sienna
37	cutting mat/rubberized mat, A1 size	2	pcs	cutting mat/rubberized mat, A1 size
<b>Adhesives</b>				

1	Double Sided Tape, Mounting Tape Heavy Duty	3	pcs	Double Sided Tape, Mounting Tape Heavy Duty, Waterproof Foam Tape, 16FT
2	Double-sided Foam Tapes 24mm x 5 meters	5	pcs	Double-sided Foam Tapes 24mm x 5 meters
3	Double-sided Foam Tapes 48mm x 5 meters	5	pcs	Double-sided Foam Tapes 48mm x 5 meters
4	Scotch double-sided Tape White	5	pcs	Scotch double-sided Tape White 18MMX10M
5	Double Sided Tape Waterproof	5	pcs	Double Sided Tape Waterproof
6	multipurpose adhesive clay tack	10	packs	90's Green
7	Self-stick Adhesive Foam Board	5	pcs	Self-stick Adhesive Foam Boards 24"x36"
8	Anti-slip, non-skid, adhesive tape	10	rolls	Anti-slip, non-skid, adhesive tape, black, 2" width x 15 ft length
9	Self-Adhesive Foam Board	15	sheets	Self-Adhesive Foam Board, 4'x8', at least 5 mm thickness, white
10	Magnetic tape, with adhesive backing,	15	rolls	Magnetic tape, with adhesive backing, 1 m length x 25 mm width x 1.5 mm height
11	Glue gun (industrial)	3	pcs	Glue gun (industrial) 20 w
12	Glue sticks (small) 6pcs/pack	50	packs	Glue sticks (small) 6pcs/pack
13	Wood glue (1/2L)	10	btl/can	Wood glue (1/2L)
14	multipurpose adhesive clay tack sheet	30	pcs	90pcs/sheets
15	Magnetic sheets	10	packs	Magnetic sheets (10 sheets/pack)
16	Double adhesive 0.5" thickness	30	pcs	Double adhesive 0.5" thickness

17	Double adhesive 1.0" thickness	30	pcs	Double adhesive 1.0" thickness
18	2mm Nano Tape	20	pcs	2mm Nano Tape
19	Double Chemical Respirator with cartridge	10	pcs	Double Chemical Respirator with cartridge
20	Plastic Apron	20	pcs	Plastic Apron
21	Packaging tape	5	pcs	Packaging tape (50mmx5m)
22	Masking tape	10	pcs	Masking tape (36mmx30m)
23	Non-skid anti-slip tape (1 inch by 10 meters)	8	pcs	Non-skid anti-slip tape (1 inch by 10 meters)
<b>Cleaning supplies and materials</b>				
1	Handheld Blower Vacuum	6	pcs	Handheld Blower Vacuum (cleaner and blower)
2	Nitrile gloves, Large	6	boxes	Nitrile gloves, Large, 100 pcs
3	Nitrile gloves, Medium	6	boxes	Nitrile gloves, Medium, 100 pcs
4	Nitrile gloves, Small	6	boxes	Nitrile gloves, Small, 100 pcs
5	Anti static Feather duster	5	pcs	Anti static Feather duster
6	Plastic Broom and dustpan set	3	units	Plastic Broom and dustpan set
7	1 inch Bristle brush	10	pcs	1 inch Bristle brush
8	2 inches Bristle brush	10	pcs	2 inches Bristle brush
9	1 inch Nylon brush	10	pcs	1 inch Nylon brush
10	2 inches Nylon brush	10	pcs	2 inches Nylon brush

11	Reusable Chemical resistant Gloves	10	packs	Reusable Chemical resistant Gloves (35cm/Medium)
12	furniture polish for cleaning vitrine exterior surface	10	cans	furniture polish for cleaning vitrine exterior surface, 330 ml spray can
<b>Measuring Devices</b>				
1	2-in-1 Laser Tape Measure Dust-Proof Movable Magnetic Hook Autolock HD LED Display 16 Ft Metric	2	pcs	2-in-1 Laser Tape Measure Dust-Proof Movable Magnetic Hook Autolock HD LED Display 16 Ft Metric
2	Line Laser (Leveling Laser)	2	pcs	Line Laser (Leveling Laser) Working range: 15 meters with laser stand (tripod)
3	steel ruler 36" for cutting collaterals	5	pcs	steel ruler 36" for cutting collaterals
4	steel ruler 24" for cutting collaterals	5	pcs	steel ruler 24" for cutting collaterals
<b>Electrical Supplies</b>				
1	10-m extension wheel cable	5	pcs	10-m extension wheel cable
2	Universal Disc Extension Cord 4-Gang with Switch	2	pcs	Universal Disc Extension Cord 4-Gang with Switch
3	Universal Outlet Extension Cord 10-Gang with Switch 10A	2	pcs	Universal Outlet Extension Cord 10-Gang with Switch 10A
4	Universal Tower Extension Cord 12-Gang with Switch	1	pc	Universal Tower Extension Cord 12-Gang with Switch

5	Travel Extension Cord 3-Gang with USB Outlet -	1	pc	Travel Extension Cord 3-Gang with USB Outlet -
6	Extension Cord Set with Individual Switch 5-Gang 10A	2	pcs	Extension Cord Set with Individual Switch 5-Gang 10A
7	Magnifying Glass LED Light with Clamp, 8X Magnifier Desk Lamp	1	pc	Magnifying Glass LED Light with Clamp, 8X Magnifier Desk Lamp
8	tv monitor	2	units	24 inches LED At least Full HD resolution (1080p)

**RESPONSIBILITIES:**

1. The NMP shall have the right to reject the good/s and/or cancel the Contract, and request a replacement if they are found to be defective or non-compliant with the specifications. Further, the NMP shall have the right to inspect and/or test the good/s to confirm if the latter conforms with the specifications.
2. Any interlineations, erasures or overwriting shall be valid if signed or initialed by the bidder or his/her duly authorized representative.
3. Any modifications in the contract implementation must be approved by the HoPE.

**SUBMITTALS:** Delivery Receipt and Billing Invoice**SOURCE OF FUND:**

The budget is available and shall be chargeable against the General Fund under MOOE Repairs and Maintenance - Buildings for Fiscal Year 2024.

**APPROVED BUDGET FOR CONTRACT:**

Six hundred eighteen thousand thirty-seven Pesos (**Php 618, 037.00**), inclusive of all applicable taxes and delivery fees.

**COMPLETION TIME:**

The Exhibition, Editorial, and Media Production Services Division (EEMPSD) shall issue to the supplier a **Notice to Deliver (NTD)** indicating the following:

1. Actual quantities of Lighting Fixtures to be delivered; and
2. Timeline within which delivery should be made. The items above will be delivered in **two (2) quantities for the 2nd and 3rd quarters of 2024**.

The items above shall be delivered within **thirty (30) calendar days** reckoned from the date stated in the NTD.

**TERMS OF PAYMENT:**

The contract price shall be paid in **two (2) sets of billings** and shall be paid upon inspection and acceptance of each set of deliveries made. Payment shall be made based on actual deliveries.

**WARRANTY:**

The supplier shall provide a **one-year (1)** warranty against factory defects and workmanship reckoned from the date of completion and acceptance. The form of warranty shall be as specified in



Section 62.1 of the IRR of R.A. 9184, the Government Procurement Reform Act and its Implementing Rules and Regulations.

**CONTRACTOR'S ELIGIBILITY:**

The Supplier is required to submit at least One (1) similar contract/s (e.g. projects completed that entailed supply and delivery of various exhibition materials for galleries awarded and completed from Y2019 up to present with an amount of at least Fifty Percent (50%) of the Approved Budget for the Contract (ABC).

**LIQUIDATED DAMAGES:**

When the contractor fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to 1/10 of 1% of the cost of the delayed contract scheduled for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned. In no case shall the sum of the liquidated damages exceed 10% of the total contract price, in which the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages.

**PRE-TERMINATION CLAUSE:**

The contract is effective on the date indicated in the NTP and shall remain in full force for **one year** or until terminated by either party (NMP or Contractor) upon prior written notice by either party. The termination process shall follow the prescribed procedure under IRR-A R.A. 9184.

The NMP reserves the right to pre-terminate the contract by serving written notice on the Contractor. If the Contractor does not appeal or seek reconsideration of the decision to pre-terminate within Fifteen (15) calendar days from receipt of the notice, the contract is deemed terminated.

The grounds for the termination of the contract by the NMP include but are not limited to the following:

1. Violation(s) of any of the terms and conditions of the Contract; and
2. Any other act or omission by the Contractor that is detrimental or prejudicial to the interest of the NMP, its employee(s), or the public.

